

TERMS & CONDITIONS

1. GENERAL

- 1.1. Orgalime's General Conditions for the Supply of Mechanical, Electrical and Electronic Products, version March 2012 (hereafter referred to as Orgalime S 2012) and the Terms apply to all agreements concluded between CSS Electronics IVS ("CSS Electronics") and the Purchaser on the delivery of Products by CSS Electronics.
- 1.2. These Terms shall supersede any other terms and conditions, including those of the Purchaser even if not explicitly rejected by CSS Electronics. Any changes or amendments must be agreed in writing. The application of any other terms & conditions of the Purchaser whatsoever, either deviating or supplementing, shall not be binding for CSS Electronics in any way. If CSS Electronics accepts, in writing, any such terms any discrepancies between the Purchaser's terms of purchase and these present terms, CSS Electronics Terms will prevail.
- 1.3. In case of any contradictions or discrepancies between these Terms and Orgalime S 2012, these terms shall prevail.
- 1.4. The following terms shall have the meanings hereunder assigned to them:
 - "Contract": the agreement in Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions in Writing to the said documents.
 - "CSS Electronics": CSS Electronics ApS
 - "Gross Negligence": an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
 - "In Writing": communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.
 - "Product": the object(s), including services, hardware and software to be supplied under the Contract.
 - "Purchaser": any company purchasing Products or services from CSS Electronics by Contracts concluded under the General Conditions.
 - "Software": the software, including CANvas support tool, provided by CSS Electronics for use with the Products
 - "Terms": these general terms and conditions.
 - "the Website": www.csselectronics.com

2. CONCLUSION OF CONTRACT

- 2.1. CSS Electronics quotation is valid for the period stated in the quotation. In the event that such period is not stated in the quotation, the validity of the quotation is limited to a period of thirty (30) days following the date of the quotation.
- 2.2. A contract is not concluded between the parties until the Purchaser has received a written order confirmation from CSS Electronics to which the Terms forms an integral part.

3. PRODUCT INFORMATION

- 3.1. All information and data contained in CSS Electronics general product documentation and price lists, including information available on the Website shall be binding only to the extent that they are by reference in Writing expressly included in the Contract.
- 3.2. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.
- 3.3. Drawings, technical documents or other technical information provided by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
- 3.4. CSS Electronics makes no representations or warranties neither expressed nor implied concerning the validity, accuracy or applicability of data provided from tests or services carried out by CSS Electronics unless expressly stated otherwise in the Contract. All descriptions of dimensions and technical data stated in catalogues prepared by CSS Electronics are approximates.

4. DELIVERY

- 4.1. Unless specifically agreed upon in Writing, the suggested time frames for delivery are non binding for CSS Electronics.
- 4.2. Unless otherwise agreed in the Contract, the place of delivery shall be Ex-Works (CSS Electronics) facility. Any agreed trade term shall be construed in accordance with Incoterms 2010.
- 4.3. Unless expressly agreed otherwise in the Contract, the risk of accidental loss and accidental deterioration of the Products shall pass to Purchaser with the delivery of the Products ex works. If delivery is delayed by acts or omission by Purchaser, the risk shall pass from such time that Purchaser is notified that the Products are ready for delivery.
- 4.4. CSS Electronics reserve the right to ship the Products as partial deliveries. If the Contract provides for consecutive/partial deliveries of the Products, each delivery is considered a separate sale of the Products. In the event of delays or defects in such separate deliveries, the Purchaser is consequently not entitled to terminate the entire Contract. However, if the date of delivery is extended due to circumstances referred to in clause 5.2, CSS Electronics is entitled to extend the date of delivery of the consecutive deliveries accordingly.

5. TIME FOR DELIVERY AND DELAY

- 5.1. If either of the parties anticipates that it will not be able to deliver or receipt the Product at the time for delivery, it shall forthwith notify the other party thereof in Writing, stating the reason and, if possible, the time when delivery or receipt can be expected.
- 5.2. If delay in delivery is caused by any of the circumstances mentioned in clause 11 (Force Majeure), by an act or omission on the part of the Purchaser, including suspension under Clauses 6.3 (late payment), or any other circumstances attributable to the Purchaser, CSS Electronics shall be entitled to extend the time for delivery to such a time after the reasons causing the delays has ended where delivery can reasonably be completed. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
- 5.3. If the Product is not delivered within the agreed timeframe, including extensions after clause 5.2, the Purchaser may in Writing demand delivery within a final reasonable period which shall not be less than one week. If CSS Electronics does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice in Writing to CSS Electronics terminate the Contract in respect of such part of the Product as cannot in consequence of CSS Electronics failure to deliver be used as intended by the parties.
- 5.4. Any delay or termination after clause 5.3 will only entitle the Purchaser to damages if the Purchaser is able to prove that the delay is attributable to Gross Neglect on the part of CSS Electronics. The total damages which are payable under clause 5.4, cannot exceed 10 percent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.
- 5.5. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in clause 11 (force majeure), CSS Electronics may by notice in Writing require the Purchaser to accept delivery within a final reasonable period. If, for any reason which is not attributable to CSS Electronics, the Purchaser fails to accept delivery within such period, CSS Electronics may by notice in Writing terminate the Contract in whole or in part. CSS Electronics shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss.

6. PAYMENT

- 6.1. CSS electronics is entitled to interest from the due date and to compensation for recovery costs. Any payment which is delayed beyond the due date shall be subject to a monthly penalty charge at a rate of 1,5 percent (1,5%) per month on the unpaid amount until the unpaid amount together with any penalty charges due under this clause have been fully paid. The compensation for recovery costs shall be 2 percent of the amount for which interest for late payment becomes due.
- 6.2. In case of late payment and in case the Purchaser fails to give an agreed security by the stipulated date CSS Electronics may, after having notified the Purchaser in Writing, suspend its performance of the Contract until it receives payment or, where appropriate, until the Purchaser gives the agreed security.
- 6.3. If the Purchaser has not paid the amount due within forty (40) days after due date CSS Electronics is entitled to terminate the Contract by notice in Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to clause 6.1, to claim compensation for the loss it incurs.
- 6.4. The purchase price for the Products does not include value-added tax.
- 6.5. In the event that an export charge, import charge, tax or similar surcharge, provided that such cost shall be borne by CSS Electronics, is imposed on the Products or changed for the Products CSS Electronics may adjust the purchase price for the Products accordingly. CSS Electronics is entitled to adjust the purchase price even if the imposition of or change in such charges etc. have not been taken into consideration in the Contract.
- 6.6. Purchaser can only offset a claim against CSS Electronics if the claim is recognized, undisputed or legally established by CSS Electronics. The same applies to possessory liens.

7. RETENTION OF TITLE

- 7.1. CSS Electronics retains title to all delivered Products until the purchase price has been paid in full by the Purchaser. In case of consecutive deliveries of the Products, the title retention shall apply to the total delivery until full payment of the aggregate purchase price has been made. The retention of title shall not affect the passing of risk under clause 4.
- 7.2. The Purchaser is permitted to resell the Products purchased from CSS Electronics, and for which CSS Electronics has retained title, in the Purchaser's ordinary course of business. However, CSS Electronics may withdraw such permission at any time in Writing. The permission to resell Products for which CSS Electronics has retained title shall be withdrawn automatically if the Purchaser is in delay with its payment obligations.
- 7.3. The Purchaser shall at the request of CSS Electronics assist it in taking any measures necessary to protect CSS Electronics title to the Product.

- 8. NOTICE OF COMPLAINT**
- 8.1. Upon receipt of the Products, the Purchaser shall reasonably examine and insure that all Products are free from defects or deficiencies of any kind. The Purchaser shall without delay, as from the date when the Purchaser notices or should have noticed defects or deficiencies in the Products, and in no case later than two (2) weeks after the expiry of the warranty period referred to in Clause 9, notify CSS Electronics In Writing of any defects or deficiencies in the Products. In cases where a similar defect is observed across multiple Products, the notification to CSS Electronics in Writing should be made immediately after the first defect is observed.
- 8.2. If the Purchaser fails to notify CSS Electronics In writing of a defect within the time limits set forth in Clause 8, the Purchaser shall lose its right to have the defect remedied under Clause 9.
- 9. LIABILITY FOR DEFECTS**
- 9.1. Unless specifically agreed upon, the use and usefulness of the Products is definitively regulated in the Product manual as presented on the Website. Installation of the Products should only be handled by a professional. The products are not authorized for use in safety-critical applications where a failure of the Product would reasonably be expected to cause severe injury or death.
- 9.2. CSS Electronics warrants that the Products will be free from defects in materials and workmanship when used properly and in accordance with the directions for the Products.
- 9.3. CSS Electronics liability shall be limited to defects, which appear within a period of twelve (12) months from delivery. If the use of the Product exceeds that which is agreed, this period is reduced proportionately. If a certain number of activations or switching cycles is agreed upon for a Product, such an agreement will expire at the earliest of the following events: i) the warranty date in clause 9.3 has been reached or ii) the agreed upon number of activations or switching cycles has been reached.
- 9.4. CSS Electronics liability to the Purchaser for defects in the Products shall be limited to repair, replacement or refund of the purchase price, at CSS Electronics discretionary option, which shall be the Purchaser's sole remedies in the case of a defective Product. A refund of the purchase price shall be calculated in proportion to the reduced value of the Product due to the defect and the quantity of Products documentable affected by such defect. CSS Electronics liability does not cover units that have previously been repaired/replaced.
- 9.5. CSS Electronics shall only be liable for defects, which appear under the conditions of operation provided for in the Contract and under proper use of the Product. Use of the Products in high voltage equipment may cause damage to the Products (e.g. in prototype vehicles/engines with no central clamp). Use of the Products with incompatible adapter cable pin-outs may also cause damage to the Products. Such damages are not covered by the warranty under clause 9.3.
- 9.6. CSS Electronics is not be liable for defects caused by circumstances, which arise after the risk has passed to the Purchaser, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Purchaser or to alterations carried out without CSS Electronics consent In Writing. CSS Electronics shall neither be liable for normal wear and tear nor for deterioration.
- 9.7. When a defect in a part of the Product has been remedied or a Product replaced, CSS Electronics shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year.
- 9.8. Save as stipulated in clauses 9, CSS Electronics shall not be liable for defects. CSS Electronics shall under no circumstances whatsoever be liable for any loss the defect may cause including, but not limited to, loss of production, loss of profit, loss of data, badwill, costs incurred in connection with substitute sources of supply and any other consequential, financial or indirect loss caused by defects in the Product or services or breach of contract.
- 9.9. The warranty set forth in clause 9 is the only warranty by CSS Electronics in respect of the Products and no other warranties of any kind, whether statutory, written, oral express or implied (including warranties of fitness for a particular purpose or merchantability) shall apply.
- 10. LIABILITY FOR DAMAGES CAUSED BY THE PRODUCTS**
- 10.1. CSS Electronics shall not be liable for any damage to property caused by the Product after it's delivered and whilst it is in the possession of the Purchaser. Nor shall CSS Electronics be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.
- 10.2. If CSS Electronics incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold CSS Electronics harmless.
- 10.3. If a claim for damage as described in this clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.
- 10.4. CSS Electronics and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them based on damage allegedly caused by the Product. The liability between CSS Electronics and the Purchaser shall however be settled in accordance with clause 15.
- 10.5. The limitation of CSS Electronics liability, including liability for personal injuries and property damages under the Terms is in any case limited to DKK 100.000 DKK per occurrence caused by a defect Product, and limited to an annual aggregated cap of 500.000 DKK.
- 10.6. If case of multiple claims (insurance events) in a calendar year exceeding the annual aggregate limit in Clause 10.3, such claims will be handled on a first-come-first-served rule, based either on the first to settle (those claimants who accept settlement, will be paid in the order in which they settled) or first to judgment (the first claimant to secure judgment is entitled to be paid first).
- 10.7. CSS Electronics is under no circumstances liable for loss of production, loss of profit, loss of use, loss of contract or any other consequential loss, financial, indirect or consequential loss caused by The Products. The limitations in CSS Electronics liability shall not apply where CSS Electronics has been guilty of willful negligence.
- 10.8. CSS Electronics and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between CSS Electronics and the Purchaser shall however be settled in accordance with clause 15.
- 11. FORCE MAJEURE**
- 11.1. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power; currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist act and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.
- 11.2. A circumstance referred to in this clause whether occurring prior to the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.
- 11.3. The party wishing to claim relief shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If the Purchaser fails to perform its obligations under the Contract due to the circumstances referred to in this clause 11.1, the Purchaser shall compensate CSS Electronics for any and all additional cost for securing and protecting the Products.
- 11.4. Either party shall be entitled to terminate the Contract by notice In Writing to the other party if the performance of the Contract is impeded for more than six (6) months because of any of the circumstances referred to in clause 11.1.
- 11.5. Neither party shall be liable towards the other party for the termination of the Contract due to the circumstances referred to in this clause 11.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1. All intellectual property rights in any Product provided by CSS Electronics will remain with CSS Electronics as its sole property. In the event that any intellectual property rights arise in connection with the contractual obligations, CSS Electronics preserve the rights to these intellectual property rights. Any enabling firmware or software should always be used only for enabling the products as outlined in the product manual and this website. Under no circumstance will CSS Electronics or the buyer be liable for indirect or consequential damages.
- 13. SOFTWARE**
- 13.1. CSS Electronics owns all rights in or has the right to sublicense all of the Software, if any, to be used by Purchaser. As part of the sale made hereunder, Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with the product specified by CSS Electronics; (ii) the Software shall be kept strictly confidential, (iii) the Software shall not be copied, reverse engineered or modified without consent from CSS Electronics and (iv) the rights to use the Software are non-exclusive and non-transferable, except with CSS Electronics prior written consent.
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- 15. JURISDICTION AND APPLICABLE LAW**
- 15.1. Unless specifically agreed upon, any dispute arising out of or in connection with these general conditions that cannot be settled amicably shall be settled by the Danish courts.
- 15.2. The Terms and the Contract is governed by and construed in accordance with Danish law and any disagreement about matters covered by these terms shall be dealt with in accordance with the general rules of Danish law, excluding the Convention on Contracts for the International Sale of Goods (CISG).